

Contract for Professional Consulting Services

This Contract for correctional consulting services is between the State of Iowa, Iowa Department of Corrections, hereinafter referred to as the "DOC" and Durrant, hereinafter referred to as "Vendor." The parties agree as follows:

1.1.1 IDENTITY OF THE PARTIES

The DOC is authorized to enter into this Contract. DOC's address is 510 East 12th Street, Des Moines, Iowa 50319.

Vendor is authorized to enter into this Contract. Vendor's address is 510 East Locust Street, Suite 200, Des Moines, Iowa 50309.

1.1.2 PURPOSE

The parties have entered into this Contract for the purpose of retaining the Vendor to provide consulting services to conduct a systemic study and planning for the DOC state prison system to maximize the efficient use of the current infrastructure, capacity, and treatment needs, versus projected needs of the prison system based on the Iowa prison population forecast.

1.1.3 DURATION OF CONTRACT

The term of this Contract shall be effective upon signature of both parties through the conclusion of the legislative session in calendar year 2007 (legislative session is scheduled for 100 days starting in January and concluding in April 2007).

1.2 SCOPE OF SERVICES

The Vendor shall provide consulting services to conduct a systemic study and planning for the state prison system to maximize the efficient use of the current infrastructure, capacity, and treatment needs, versus projected needs of the prison system based on the Iowa prison population forecast in accordance with Attachment A.

Services rendered pursuant to this Contract shall be performed in a professional manner in accordance with the terms of this Contract and the standards of performance considered generally acceptable for professional consulting services.

1.3 COMPENSATION

In no event shall the maximum liability of the DOC under this Contract exceed \$475,000. This amount shall constitute the entire compensation due the Vendor for the required services and all of the vendor's obligations including but not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Vendor. This entire compensation shall include Vendor's travel, meal, and lodging expenses. The maximum liability of the DOC under this Contract is firm for the duration of the Contract and is not

subject to escalation for any reason unless amended by written authorization from both DOC and Vendor.

The Vendor shall be compensated monthly based upon successful completion and submittal of an itemized invoice per the amounts of the Scope of Services categories listed below, if agreed upon by the DOC.

The Vendor shall submit invoices, in form and substance acceptable to the DOC with all of the necessary supporting documentation, prior to any payment. The invoices shall be submitted to:

John Baldwin
Iowa Department of Corrections
510 East 12th Street
Des Moines, Iowa 50319

1.4 TERMINATION FOR CAUSE

If the Vendor fails to fulfill its obligations under this Contract in a timely or proper manner, or if the Vendor violates any term of this Contract, the DOC shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Vendor shall not be relieved of liability to the DOC for damages sustained by virtue of any breach of this Contract by the Vendor.

1.5 TERMINATION FOR CONVENIENCE

The Contract may be terminated by either party by giving written notice to the other, at least fifteen (15) days before the effective date of the termination. Should the DOC exercise this provision, the Vendor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Should the Vendor exercise this provision, the DOC shall have no liability to the Vendor except for documented services which can be effectively used by the DOC. The final decision as to what these services are shall be determined solely by the DOC.

1.6 SUBCONTRACTING

The Vendor may assign or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the DOC. Notwithstanding any use of approved subcontractors, the Vendor shall be the prime contractor and shall be responsible for all work performed.

1.7 CONFLICT OF INTEREST

The Vendor warrants that it has no interest and shall not acquire no interest that would conflict in any manner or degree with the performance of the required services under this Contract.

1.8 INDEMNIFICATION

- A. By the Vendor.** The Vendor agrees to indemnify and hold harmless the State of Iowa and the DOC, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value and time spent by the Attorney General's Office, and the costs and expenses and reasonable attorney's fees of the other counsel required to defend the State of Iowa or DOC, relating to or arising from:

A 1 – Any breach of this Contract;

A 2 – Any negligent, intentional or wrongful act or omission of the Vendor or any agent or subcontractor utilized or employed by the Vendor;

A 3 – The Vendor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Vendor;

A 4 – Any failure by the Vendor to comply with the compliance with the Law provision of this Contract;

A 5 – Any failure by the Vendor to make all reports, payments and withholdings required by federal and state laws with respect to social security, employee income and other taxes, fees or costs required by the Vendor to conduct business in the State of Iowa;

A 6 – Any infringement of copyright, trademark, patent, trade dress, or other intellectual property right; or

A 7 – Any failure by the Vendor to adhere to the confidentiality provisions of this Contract.

B. Indemnification by the DOC

The DOC shall, only to the extent consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, indemnify and hold harmless the Vendor from and against any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments arising directly out of the negligence or wrongful acts or omissions of any employee of the DOC while acting within the scope of the employee's office of employment in connection with the performance.

At the option of the DOC, the Vendor shall be represented by the Attorney General of the State or special counsel retained by the State or Attorney General of the State with respect to any litigation brought by or against the DOC or such persons with respect to any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments to which such persons may be subject and to which they are entitled to be indemnified hereunder.

If the DOC makes any indemnity payment pursuant to this Section and the person to or on behalf of whom such payments are made thereafter collects any such amounts from others, that person shall promptly repay such amounts to the DOC, without interest.

C. Survives Termination

Indemnification obligations of the parties shall survive termination of this Contract.

1.9 INSURANCE

A. Insurance requirements. The Vendor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Vendors expense, insurance covering its work during the entire term of this Contract and any extensions. The Vendor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or relating to the Vendor's performance of this Contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and the DOC shall be named as additional insured or loss payees, or the Vendor shall obtain an endorsement to the same effect, as applicable.

B. Types and Amounts of Insurance Required. Unless otherwise requested by the DOC in writing, the Vendor shall cause to be issued the insurance coverage's set forth below:

B 1 – Worker Compensation – As required by Iowa law
Employer's Liability – As required by Iowa law

B 2 – Comprehensive General Liability
\$1,000,000.00 combined single limit
\$1,000,000.00 umbrella coverage

B 3 – Automobile Liability
\$1,000,000.00 combined single limit
\$1,000,000.00 umbrella coverage

B 4 – Property Damage
\$1,000,000.00 combined single limit
\$1,000,000.00 umbrella coverage

C. Certificates of Insurance. All insurance policies required by this Contract shall remain in full force and effect during the entire term of this Contract and any extensions thereof and shall not be cancelled or amended except with the advance written approval of the DOC. The Vendor shall submit certificates of insurance, which indicates coverage and notice provisions as required by this Contract, to the DOC upon execution of this Contract. The certificates shall be subject to approval by the DOC. The insurer shall state in the certificates that no cancellation of the insurance will be made without at least thirty (30) days prior

written notice to DOC. Approval of insurance certificates by the DOC shall not relieve the Vendor of any obligations under this Contract.

1.10 LIMITATION OF LIABILITY

The Vendor expressly acknowledges that the consulting services scope of work is subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the DOC's project, the Vendor shall not hold the DOC liable in any manner for the resulting changes. The DOC shall use the best efforts to provide thirty (30) days written notice to the Vendor of any legislative change. During the thirty (30) day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative changes. Nothing in this section shall affect or impair the DOC's right to terminate the Contract pursuant to the termination provisions.

1.11 COMMUNICATIONS AND CONTACT

All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by e-mail, facsimile transmission, by overnight courier service, addressed to the respective party at the appropriate e-mail address, facsimile number or address as set forth below or to such other parties as may be necessary for the project completion.

The DOC:

John Baldwin
Iowa Department of Corrections
510 East 12th Street
Des Moines, Iowa 50319
(515) 725-5704 (telephone)
(515) 725-5798 (fax)
john.baldwin@iowa.gov

The Vendor:

Michael Lewis
Durrant Group
510 E. Locust Street, Suite 200
Des Moines, Iowa 50309
(515) 309-0945 (telephone)
(515) 309-0944 (fax)
mlewis@durrant.com

1.12 STATE DUTIES

During the term of the Contract, the DOC shall furnish the Vendor with reasonable office space and access to DOC personnel and information necessary to complete the project. The DOC project manager will be the coordinating individual and assist in meeting the project needs of the Vendor.

1.13 WARRANTIES

- A. **Construction of Warranties Expressed in this Contract with Warranties Implied by Law.** All warranties made by the Vendor in all provisions of this Contract and the Proposal by the Vendor, whether or not this Contract specifically denominates the Vendor's promise as a warranty or whether the warranty is created only by the Vendor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the DOC, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Vendor. The provisions of this section apply during the term of this Contract and any extensions thereof.
- B. **Concepts, Materials, and Work Produced.** Vendor represents and warrants that all the concepts, materials and Works produced or provided to the DOC pursuant to the terms of this Contract shall be wholly original with the Vendor or that the Vendor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials, and works. The Vendor represents and warrants that all concepts, materials, and works and the DOC's use of same and the exercise by the DOC of the rights granted by this Contract shall not infringe upon any other work, other than materials provided by the Contract to the Vendor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Vendor represents and warrants that it is the owner of or otherwise has the right to use and distribute the software, materials owned by the Vendor and any other materials, works and methodologies used in connection with providing the services contemplated by this Contract.
- C. **Professional Practices.** The Vendor represents and warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.
- D. **Conformity and Contractual Requirements.** The Vendor represents and warrants that the Works will appear and operate in conformance with the terms and conditions of the RFP and this Contract.
- E. **Authority to Enter into Contract.** The Vendor represents and warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any rights or interest to any person or entity that might derogate, encumber or interface with the rights granted to the DOC.
- F. **Obligations Owed to Third Parties.** The Vendor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Vendor pursuant to this Contract are or will be fully

satisfied by the Vendor so that the DOC will not have any obligations with respect thereto.

- G. **Title to Property.** The Vendor represents and warrants that title to any property assigned, conveyed or licensed to the DOC is good and that transfer of title or license to the DOC is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance.
- H. **Industry Standards.** The Vendor represents and expressly warrants that all aspects of the goods and services provided or used by it shall conform to the standards in correctional operations in the performance of this Contract.

1.14 CONTRACT ADMINISTRATION

- A. **Independent Contractor.** The status of the Vendor shall be that of an independent contractor. The Vendor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State of Iowa or any agency, division or department of the state. Neither the Vendor nor its employees shall be considered employees of the DOC or the State of Iowa for federal or state tax purposes. The DOC will not withhold taxes on behalf of the Vendor.
- B. **Incorporation of Documents.** The RFP, Attachment A, amendments and written responses to Vendor's questions (collectively RFP) and the Vendor's Proposal submitted in response to the RFP, form the Contract between the Vendor and the DOC are incorporated herein by reference. The parties are obligated to perform all services described in the RFP, Attachment A and Proposal unless the Contract specifically directs otherwise.
- C. **Order of Priority.** In the event of a conflict between the Contract, the RFP, the Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the RFP; (3) Proposal.
- D. **Compliance with the Law.** The Vendor, its employees, agents and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small business as subcontractors or suppliers. The Vendor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.
- E. **Amendments.** This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.
- F. **Third Party Beneficiaries.** There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State, the DOC and the Vendor.

- G. Choice of law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of laws provision of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa or US District Court for the Southern District of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the DOC or the State of Iowa.
- H. Assignment and Delegation.** This Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For the purpose of construing this clause, a transfer of a controlling interest in the Vendor shall be considered an assignment.
- I. Use of Third Parties.** The DOC acknowledges that the Vendor may contract with third parties for the performance of any of the Vendor's obligations under this Contract. All subcontracts shall be subject to prior approval by the DOC. The Vendor may enter into these contracts to complete the project providing that the Vendor remains responsible for all services performed under the Contract. All restrictions, obligations and responsibilities of the Vendor under the Contract shall also apply to the subcontractors. The DOC shall have the right to request the removal of a subcontractor from the Contract for good cause.
- J. Integration.** This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.
- K. Headings or Captions.** The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraph.
- L. Not a Joint Venture.** Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting towards the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.
- M. Joint and Several Liability.** If the Vendor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.
- N. Supersedes Former Contracts or Agreements.** This Contract supersedes all prior Contracts or Agreements between the DOC and the Vendor for the services provided in connection with this Contract.

- O. **Waivers.** Except as specifically provided for in a waiver signed by duly authorized representatives of the DOC and the Vendor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- P. **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
- Q. **Severability.** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.
- R. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of this Contract.
- S. **Authorization.** Each party to this Contract represents and warrants to the other parties that:
- It has the right, power and authority to enter into and perform its obligations under this Contract.
- It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- T. **Successors in Interest.** All the terms, provisions, and conditions of the Contract shall be binding upon and insure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- U. **Record Retention and Access.** The Vendor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the DOC throughout the term of this Contract for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Vendor shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers; electronic or optically stored and created records or other records of the Vendor relating to orders, invoices or payments or any other documentation or materials pertaining to this

Contract, wherever such records may be located. The Vendor shall not impose a charge for audit or examination of the Vendor's books and recorders.

- V. **Solicitation.** The Vendor warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.
- W. **Obligations beyond Contract Term.** This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of the DOC and the Vendor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.
- X. **Counterparts.** The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- Y. **Additional Provisions.** The parties agree that if an Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.
- Z. **Further Assurances and Corrective Instruments.** The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.
- AA. **Delay or Impossibility of Performance.** The Vendor shall not be in default under this Contract if performance is delayed or made impossible by an act of God, flood, fire or similar events. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Vendor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Vendor shall not be excused from compliance with the terms and obligations of this Contract.

1.15 EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Contract and have caused their duly authorized representatives to execute this Contract.

STATE OF IOWA
DEPARTMENT OF CORRECTIONS

Arny W. Maynard
Signature
Director
Title

10-25-06
Date

Durrant Group

M. Spence
Signature
MANAGING PRINCIPAL
Title

10-26-06
Date

ATTACHMENT A

Project Understanding

- Durrant understands this Request for Proposal asks for a broad-based study of the Iowa Department of Corrections to utilize existing department data, develop supplemental pertinent data, make assessments based upon thorough study, examination and review of existing structures, programs, policies, procedures, professional standards, codes and qualitative data to arrive at a professional set of recommendations for utilization and improvement of programs and associated cost estimates. These recommendations may relate to operations, existing structures, programs, practices, policies, services and new structures.

The Durrant Team has a clear understanding of our charge and will deliver a documented plan to assist the Department in this venture. All parties of the Durrant team understands that each portion of the final document will have been fully studied and data tested with projections and recommendations made with cost estimates. Our team members appreciate the necessity of collaborating data, assessment and outcome into a practical plan that will serve as a guide for the Department of Corrections. The Durrant Team will prepare and display findings and recommendations with documented justification and will utilize these datum and recommendations when called upon to present general or specific information to the Director of the Iowa Department of Correction and staff, the Iowa Board of Corrections, the Governor, the Legislature, or others as requested by the Director of the Iowa Department of Corrections.

Because the Iowa Department of Corrections has uniquely and so closely blended its services between the institutions and community programs, it is essential that those programs which service the community be included so that this becomes a total system study rather than the customary study of a set of prisons. This extension of an institutional study into the community will be reflected in the medical, mental health, gender programs, gender based classification, substance abuse, sex offender, and other programs assessments and recommendations. The same shall hold true as relates to the facility assessments by our architects and engineers in order to assure a continuum of facilities to provide this unique, but progressive, correctional programming. New infrastructure recommendations, should that be data supported, will also take into consideration the total correctional system of Iowa.

We would like to note that this team consists of carefully selected members with not only the knowledge in their area of expertise, but who also are committed to positively impacting and serving those sentenced persons, from initial classification into the system throughout the legal correctional process and into the community.

We look forward to this challenge and to assist the Iowa Department of Corrections by moving their quality of services and facilities into a recognized world class correctional system.

Corrections Overview

Today's Adult Correctional environment is faced with unique challenges as we balance the appropriate sociological systemic vision with the day-to-day operational and infrastructure requirements. Our State is faced is constantly looking for ways to size the capacity of our correctional system, while balancing the role and mission of each institution, coupled with actively developing alternative community corrections program.

Durrant firmly believes that behind everything that we do is a well-defined process. Our foundation for proper management are clearly communicated goals and expectations. In order to achieve the desired outcome requires teamwork from all participants and success rests heavily on our ability to manage relationships, resources, and processes. The key to deliver quality services is focused on defining the 'Client's Objectives.' Our blend of local and national expertise in Correctional Planning puts us in a unique position to work collaboratively with the State of Iowa to define objectives and through a multi-faceted approach. Through our collective efforts and collaboration we will deliver a comprehensive study that will provide long-term value and direction to the State of Iowa.

The following is an outline of the Scope of Work that will be provided by the Durrant Team:

This proposal is intended to set forth the scope of work that will be completed by the Durrant Team to provide a "systemic study and planning for the Iowa state prison system to maximize efficient use of the current infrastructure, capacity, and treatment needs, versus projected needs of the prison system based on the Iowa prison population forecast" for the Iowa Department of Corrections. Our Teams' key scope of work tasks are highlighted below with a fuller description following:

- **Population Verification / Data Collection:**
 - Confirmation of projections prepared by CJJP and the Iowa Department of Corrections
 - Define required additional data compilation, if necessary
 - Confirm Populations being served
 - If required, analyze additional data provided by CJJP and or the Iowa Department of Corrections
 - Review existing infrastructure for deficiencies, useful life, reuse potential, conduct life cycle cost analysis, and review code and ACA compliance.
 - Provide correctional facility design if required including cost estimating.
 - Recommend new infrastructure if required including cost estimating.
- **Assessment of Current Treatment Services and related Correctional Operations:**
 - Medical
 - Mental Health
 - Staffing as it relates to treatment services and programs
 - Transportation
 - Correctional Operations as it relates to treatment services and programs
 - Energy Efficiencies, opportunities, and deficiencies

- Security as it relates to treatment services and programs
- Classification system
- **Assessment of Current Treatment Programs and Develop Future Program Models**
 - Mental Health
 - Sex Offender
 - Substance Abuse
 - Behavior Disorder
 - Community Corrections
- **Final Report**
 - Current Capacity
 - Projected Need
 - Future Capacity Needs
 - Recommended Treatment Services / Programming

The following is a detailed description of the Scope of Work that will be provided by the Durrant Team:

Projections Verification / Data Collection

The Durrant Team will review the population forecast completed by Iowa Department of Human Rights, Division of Criminal and Juvenile Justice Planning and the Iowa Department of Corrections: DOC 2006-2007 Strategic Plan. In addition, the supporting five series reports highlighting issues contributing to the corrections population growth completed for the Board of Corrections (BOC): Substance Abuse, Mental Health, Sex Offenders, Women Offenders, and Population Growth.

Population forecasts will be verified, gaps in data will be identified and collected if necessary. Data will be assembled from a variety of sources, as available, to include offender data, demographic data, current treatment capacity, current treatment service utilization, unserved and underserved treatment needs including gaps in service, and inadequate capacity to serve those with identified priority treatment needs. Our team will utilize any / all data sets that are currently available. Additional data will be collected only if it adds value to the project.

Correctional / Institutional Design and Energy Efficiency

Our experiences in correctional design when applied to this process will deal with long-term Sustainability Issues. We believe the concept of sustainable design is inherently at the center of design. Although sustainability can refer to many issues, in Institutional Design the overall concept examines the larger long-term impacts of a building two areas: operational costs and the environmental efficiencies. Any resulting design parameters, for existing facilities or new, must promote longevity and flexibility. Key subject areas are:

- Operational and Staff Efficiency
- Compliance with ACA Guidelines and State Standards
- Energy and Water Conservation
- Day-lighting Concepts
- Use of Local Materials and appropriate materials guidelines.
- Value Optimization initiatives to enhance quality.

Many times issues of costs arise when evaluating the Initial Capital Construction Costs with Life Cycle Cost objectives. Through a Sustainable Design process that we promote, achieving the right balance does not have to be viewed as 'add-ons' that increase capital construction costs. Our experience in correctional design, allows us to implement strategies early, during this phase of development, so sustainable design plans can cost the same as traditional methodologies.

Operational and Life Cycle Cost Analysis

As experts in the development of estimates of probable costs for correctional facilities, we have the ability to forecast Project Costs if a desired outcome of this Study results in expansion, renovation, or new construction. Recently, we bid a significant justice project in Central Iowa, the Polk County Jail. Durrant forecasted the project costs for this facility 1,500 Bed Facility at \$57 million dollars in construction at a cost of \$177 per square foot, two and one half years prior to the bid. The project bid was received below the \$57 million dollar target at a cost of \$175/SF.

Equally if not more important, is our ability to project Facility and Operational Life Cycle Costs. Based on capacity of each institution projected over a 20-year period, we have developed a model to project annual operational costs. Inclusive in the projection are staffing costs, system operation and maintenance costs, inmate care costs, medical costs, transportation and special program costs. As a place to center, the lifecycle cost discussion and reporting process, we will deliver statistical reports and graphs that compare the Annual Operating Cost of Existing Conditions with the New Proposal, both projected over a twenty-year period.

Existing and New Infrastructure Analysis

Durrant realizes that infrastructure management is a key component to successful operations in the Iowa Correctional System. We understand that maintenance and safety are major factors that determine whether a facility can effectively serve its purpose and support the functions that take place within the bricks and mortar.

Durrant has played an instrumental role in providing these services in the past as a key participant on the previous Vertical Infrastructure Study. We have an intimate knowledge of the issues and concerns that were present in the institutions at the completion of this study. Additionally, we have continued to refine our process that produces an outcome that allows clients to even more easily:

- Inventory, Index and Assess equipment.
- Identify and Prioritize Infrastructure Issues.
- Provide Capital Repair/Replacement Budgets for Long Term Financial Planning.
- Provide meaningful reports.

Utilizing a custom-built database, Durrant has the ability to assess and document a building's condition using a highly accurate and easily interpreted set of parameters. The outcome will build upon the work that Durrant has completed and update the correctional infrastructure needs by:

- Prioritizing based on code violations, criticality of equipment, and/or condition of equipment.
- Using reports to prioritize planned corrective actions such as repairs and/or replacements.
- Forecasting future costs for 1, 3, 5, 10 and 20 years ahead.

Code and ACA Compliance

Durrant's Team of experts assembled for this Study is well versed in both the physical and operational requirements of the American Correctional Association standards for Adult Correction Institutions. Through out this study through facility inspection and dialog with staff on policy and procedures, we will look at compliance issues, accreditation, and make recommendations for the advancement of the State of Iowa Prison System.

Having significant experience throughout Iowa, dealing with code compliance and code related issues, Durrant will collaborate with the state agencies to evaluate code, life safety, and ADA compliance requirements around the study recommendations. With representation on the Government Affairs Committee specifically focused on code issues in Iowa, we will apply our knowledge of the applicable portions of the code in the areas of Construction Type for expansion, Occupancy Classification, Means of Egress, Rated Construction requirements, and appropriate Material Selection.

Operations

Operations of the Iowa State prison system are interrelated and impact the delivery of treatment services to inmates. The Durrant Team will review the structure of the organization; mission, vision and goals of DOC with particular emphasis on treatment / program vision; management of treatment programs; culture of the organization with focus on the integration of treatment and security philosophy and how it affects operations; and training of security and treatment personnel.

Staffing

Staffing will be reviewed regarding staffing adequacy to meet the security and treatment demands of the populations served by treatment services. Integral to staffing is the relationships and collaborative approach of security and treatment staff.

Classification

A review, analysis, and evaluation of the IA DOC's objective institutional and community-based classification systems that consider all aspects of the systems for both the male and female offenders will be conducted. The purpose o

this assessment is to obtain an overview of the classification processes and to identify and clarify all classification-related barriers, issues, and problems. To ensure that our assessment and recommendations are gender-specific, separate assessments and analyses for the male and female prisoners will be conducted. The specific tasks required to accomplish this goal are:

1. Review IA DOC classification-related policies, procedures, reports, and current statistical information.
2. Interviews with appropriate classification/case management personnel including, but not limited to:
 - a. Central Classification Personnel
 - b. Administrative Staff
 - c. Classification/Case Management Staff
 - d. Reception Center/Intake Staff

In conjunction with the IA DOC Contract Administrator, Durrant Team will develop a detailed onsite assessment plan that includes interviews/focus group meetings with central office administrative, classification supervisors and caseworkers, research, and information system staff; and site visits to the male and female correctional facilities at which initial and reclassification assessments occur as well as community corrections offices.

3. An analysis and evaluation of the existing IA DOC classification systems shall include, but shall not be limited to:
 - a. Determine and describe any present deficiencies in the offender classification systems highlighting those that require immediate attention.
 - b. Articulate and provide rationale for particular recommendations and suggestions.
 - c. Provide recommendations and plans of actions/implementation to modify, enhance, or improve the current offender classification system.

In addition, the physical plants, work flow, policies and procedures, services provided, current staffing of each service area, and interface between treatment and security staff will be reviewed. This will necessitate tours of each of the Department of Corrections' facilities, review of written materials, interviews with staff (management, corrections, treatment), and interviews with inmates.

Programs

Review of all programs and treatment services will be based on a number of assumptions including that they be evidence-based practices for correctional treatment services and is a delivery service system that is both comprehensive and has a consistent treatment philosophy and approach across all treatment services / programs. Evidence-based practices include that treatment services be strength-based, person-centered, and goal driven to meet individually-assessed treatment needs. Our Team will also review treatment services for developmental appropriateness and linguistic and cultural competence for those who are receiving the services.

Medical

Similarly, our team includes Dr. David Thomas, MD, JD, who will provide supplemental services for the analysis of the state's correctional Health Care program and facility. Dr. Thomas will provide a very thorough review of the existing health care system of the Iowa Department of Corrections. Dr. Thomas will specifically review the delivery of health care as it relates to the protocol determined by the medical department. He will be particularly concerned with policies and procedures to assure they are consistent with modern practices, how those policies and procedures are implemented to meet the quality of care expected by standards, and the constitutional expectations for sound correctional health care practice. Inmate access to health care will be evaluated. He will closely review the mortality, morbidity and prevention of suicide documents.

Procedures used in this study will include available statistical data, interviews with staff and site visits. In addition, our team will review Quality of Care documents, Pharmacy and Therapeutic Committee records, department formularies, the delivery of medications, the security of the health facility, and access of inmates to health care (sick call) and training provided health care staff as well as health care training for correctional officers.

Mental Health

We are pleased to have a Mental Health physician, Hal Smith, MPS, CCHP on our team to supplement our ability to effectively assess the state's Mental Health program and facilities. The Mental Health Delivery System will be reviewed to determine the continuum of care beginning with the system of classification, when the inmate enters the system, through follow up care and monitoring either by frequent based care or out patient care. Then Dr. Smith will evaluate the intermediate level of care provided those with mental illnesses who may be sequestered and/or those who do not mainstream well with other prisoners. He will evaluate the acute stabilization component, the crisis identification component, and the area of stabilization component. The area of stabilization component may not mean hospitalization. Stabilization may mean the general population, a protective care unit, or facility providing an environment conducive to mental health care treatment. He will then evaluate the re-entry to society component of mental health care delivery by the Iowa Department of Corrections.

These evaluations will be completed through site visits, staff interviews, chart reviews, reviewing the Quality Assurance Program and activities with special attention to trends in plans for corrective action. Finally he will review staff qualifications, in-service education programs with special attention to the training received by the correctional officer.

Sex offender, substance abuse and behavior disorder and other provided treatment / program services will be reviewed. Current services and delivery models will be reviewed according to the aforementioned assumptions of evidence-based correctional practices.

Community Corrections

Iowa has always been a forerunner of community corrections programs and has been recognized nationally as a best practice model for community corrections programming. The Durrant team will approach this task with that awareness and a familiarity that Iowa is on the progressive community corrections path.

The Durrant Team's approach to assessing a state's community corrections will include both operational and facility assessment. This process begins with an analysis of the current facilities and operations in Ft. Dodge, Davenport and Des Moines and any other locations currently providing community corrections and alternative to incarceration programs

We will evaluate the demographic needs, locations and services offered as well as conduct a review of deficiencies, comparison of current needs versus projected needs, review of legislation regarding community corrections programs, and an analysis of offenders geographic locations compared to Iowa community corrections locations.

We will coordinate our assessment of community corrections facilities with the team members assessing institutional facilities. Upon review of the community corrections program, CJI will work with the entire planning team to make recommendations regarding future needs and cost implications that the state can take into consideration.

A key component of assessing the community corrections program will be to understand what services and programs are being provided now, comparing their capacities to the need, and looking at the location of the programs and services as compared to the distribution of offenders entering community corrections. Not only is it important to provide the right type of services and provide an appropriate continuum of services, but it is equally important to provide those services when and where they are needed.

It appears that Iowa has a significant amount of electronic data on offenders and services. Therefore conducting an analysis of community corrections will be thorough and accurate. The result of this analysis will be a GAP analysis matrix that will illustrate the current services provided and project out capacity needed into the future as well as the gaps in the services being provided (or being planned in the State's re-entry program). We will also map out the locations where we believe (from available data) these services will be needed in future years.

General Programming Notes:

For each program, the process of assessing inmates, and the criteria used to determine the priority treatment needs for each inmate will be reviewed. The populations receiving each service including gender, age, diagnoses, as well as the populations not receiving the services (exclusionary criteria, wait lists, lack of capacity, inadequate accessibility) will be reviewed. In addition, compliance monitoring, successful completion rates, and outcomes (including reduced recidivism) will be reviewed where data exists.

To complete a thorough analysis of current programming, capacity, and projected capacity will require tours and reviews of programs and the facilities, work flow analyses, review of written materials including policies and procedures, data, treatment services materials used, interviews with staff (management, corrections, treatment) and interviews with inmates.

The flow diagram on the following page represents the process used by Pulitzer/Bogard, and is provided to demonstrate the thoroughness and organization of the process that will be undertaken for the State of Iowa Systematic Prison Study.





